



FOR SALE BY SEALED BID

**POINT
STRATFORD**

FORMERLY
STRATFORD ARMY ENGINE PLANT
550 MAIN STREET
STRATFORD, CT



U.S. General Services Administration
New England Region
Invitations for Bids No. BOSTN111003001

INVITATION FOR BIDS

Sealed bids for the purchase of that certain property known as “**Point Stratford**” or the “**Property**”, which is more particularly described in this Invitation for Bids must be delivered to the General Services Administration, Thomas P. O'Neill Federal Building, 10 Causeway Street, Business Service Center, Room 1085, Boston, Massachusetts and received before **1:00 pm Eastern Standard Time (“EST”)** on **Friday, November 18, 2011**. The bids submitted in accordance with this IFB will be opened publicly at that time.

Any and all bids submitted in response to this Invitation for Bids must be in compliance with, and submitted pursuant to, all the terms and provisions of this Invitation For Bids, including, without limitation: 1) the Instructions to Bidders for Sealed Bid; 2) the General Terms of Sale; and 3) the Special Terms of Sale.

Important Notice:

It is each bidder's responsibility to monitor and pay attention to www.realestatesales.gov and www.pointstratfordct.com (the “**Websites**”), which will contain up-to-date information regarding the Property and the bid process.

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the Property. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, and the Instructions to Bidders for Sealed Bid, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

For information about the Property and the procedure and terms of sale, please contact:

Kevin Legare
U.S. General Services Administration
Property Disposal Division
10 Causeway Street, 10th Floor
Boston, MA 02222
Telephone: (617)565-5700
Fax: (617)565-5720
Email: kevin.legare@gsa.gov

Additional information regarding the GSA's Property Disposal Program is available at:
<https://www.propertydisposal.gsa.gov>

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PROPERTY DESCRIPTION

Point Stratford is located at 550 Main Street in the City of Stratford, Fairfield County, Connecticut, and is shown on the surveys attached as Exhibit A. The Property is situated near the confluence of the Housatonic River and Long Island Sound and within 2 miles of three exits of Interstate 95 and adjacent to Sikorsky Memorial Airport. The Property is less than 2 miles from the Stratford train station, which is served by the Metro North rail line, and less than 4 miles to the Bridgeport transport hub containing the Port Jefferson ferry connecting to Long Island, the Bridgeport AMTRAK station, and the bus station. It is 60 miles north of New York City and 55 miles south of Hartford. It is well located with respect to the major Northeast Corridor consumer market, which includes New York City and Boston.

The Property, formerly known as the Stratford Army Engine Plant, consists of approximately 77 acres and was acquired in 1929. The Property includes approximately 52 buildings containing approximately 1.69 million square feet and is improved with paved roadways, parking lots and perimeter fencing. Below are the approximate feet of the Main Street frontage of the Property and the length of the shoreline and causeway located on the Property:

TOTAL Main Street Frontage = 3,115 ft

TOTAL Shoreline = 4,512 ft

**(Total Shoreline (without Causeway) = 2,768 ft;
(Total Causeway Shoreline = 1,744 ft)**

Length of Causeway = 776 ft

The manmade causeway extends from the shore to the channel of the Housatonic River. This causeway is roughly 2 acres in size.

The Property has a production history and for 65 years was used to develop, test, and manufacture aircraft and engines, as well as other aerospace products. From 1929 until 1948 the plant was used to manufacture aircraft. The earliest buildings were constructed in 1929 for the Sikorsky Aircraft Corporation. The plant was expanded during World War II to accommodate mass production. During this time the shoreline was extended to provide land area for new buildings. The plant was idle from 1948 until 1951. From 1952 until it closed in 1997 the plant was used to produce reciprocating aircraft engines, nose cones for intercontinental ballistic missile re-entry vehicles, and turbine engines for both commercial and military applications. In 1998, the Army ceased operations at the Property, where currently caretaker operations maintain the facility.

The Property is located in a light industrial zoning district, in which manufacturing, compounding, processing and assembly are the principal uses. The Property also meets criteria established by the State of Connecticut for designation as an "Enterprise Zone" and "Defense Plant Zone". An Enterprise Zone is a designated area in a Targeted Investment Community. Incentive benefits are provided for eligible business relocation/expansion projects within the zone. Eligible businesses include manufacturers, warehouse distributors (new construction and expansion only), and certain designated service related businesses. The Town of Stratford has applied for and been approved to designate a vacant former defense manufacturing facility a Defense Plant Zone. Any eligible business that completes an approved project on the Property will be eligible for full Enterprise Zone level benefits. Stratford appears to be the only municipality in the State of Connecticut meeting the statutory requirements for this form of zone designation. For more information, please contact the City of Stratford, Planning Division, located at Stratford Town Hall, 2725 Main Street, Stratford, CT 06615 (203) 385-4017.

UTILITIES

All utilities are currently available and installed at the Property. Procurement of utility service shall be the responsibility of the bidder whose bid is accepted by the Government (referred to herein as the “**successful bidder**” or “**Purchaser**”). Bidders are urged to contact the utility providers for information on the availability of utilities. For purposes of this Invitation for Bids, the term “**Government**” means the United States of America and/or, as applicable, the agency within the federal government that will carry the responsibilities and/or obligations, if any, which are referenced or discussed in the sentence or section, as the case may be, in which the term is contained.

EASEMENTS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved herein.

DUE DILIGENCE MATERIAL AND CONTINUOUS UPDATES FOR PROPERTY INFORMATION

Information on remedial investigations of the Property and all of the exhibits referenced under the “Exhibits” section are available for download at the Websites. Bidders are strongly encouraged to monitor the Websites which will contain up-to-date information regarding the Property and the bid process.

GENERAL TERMS OF SALE

- 1. TERM – “INVITATION FOR BIDS” OR “IFB”:** The terms “Invitation for Bids” or “IFB” as used herein refers to this document, including the Property Description; General Terms of Sale; the Special Terms of Sale; the Instructions to Bidders for Sealed Bid; any provisions of the Official Bid Form; and all Exhibits. The IFB may be modified and supplemented by any addenda or amendments that may be issued prior to the Bid Opening Date.
- 2. DESCRIPTION PROVIDED:** The description of the Property set forth in this IFB and any other information provided herein with respect to the Property are based on the best information available to the GSA’s Real Property Utilization and Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall **NOT** constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, a refund of the bid deposit, or a deduction from the bid amount.
- 3. INSPECTION:** Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of, all or any portion of the property offered will **NOT** constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the Bid Opening Date. Tours will be conducted on an appointment-only basis. Bidders may not enter the Property without a representative from the Army or its designee.
- 4. CONDITION OF PROPERTY:** The Property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will **NOT** be considered after the bid opening.
- 5. CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after bid opening for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.
- 6. BACKUP BIDDER:** The second most responsive bidder, as determined by the Government, will be referred to in this Invitation for Bids as the “Backup Bidder”. The Backup Bidder’s bid may be considered for acceptance for the duration of the continuing offer period described in Paragraph 5 above if the original most responsive bidder is unable to fully complete the transaction in accordance with the terms and conditions of this Invitation for Bids, or if the original most responsive bidder fails to provide funds to the Disbursement Agent (defined below) in accordance with this Invitation for Bids and the Disbursement Agreement (defined below). The Backup Bidder’s bid deposit may be retained at the Government’s discretion and without interest until the original most responsive bidder’s bid has been accepted by the Government. If, as and when the Backup Bidder becomes the most responsive bidder, all terms, conditions and agreements described in this Invitation for Bids shall be applicable to the Backup Bidder. The bid deposit of the Backup Bidder will be returned as described in Paragraph 5 above if the Backup Bidder does not become the most responsive bidder. In the event that the Government is unable to complete the transaction with the Backup Bidder, the

Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

7. **RISK OF LOSS:** As of the date of conveyance of title to the Property, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.
8. **REVOCATION OF BID AND DEFAULT:** In the event of revocation of a bid by the bidder after the bid opening but prior to acceptance of the final bid by the Government, or in the event of revocation of a bid by the bidder after notice of acceptance, or in the event of any default by the Purchaser in the performance of the Agreement created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the bid deposit may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or the Agreement. In addition to the foregoing, in the event the Purchaser fails to comply with the terms of the Disbursement Agreement, the Government may, at its option, exercise any right it may have under the same. The inability of the successful bidder to assume the RCRA Stewardship Permit (defined below) on the Closing Date will not constitute grounds for a return of the bid deposit.
9. **SELLER LIABILITY:** If the Government accepts a bid for the purchase of the Property and: (1) The Government (including GSA and/or the U.S. Department of Army (the “**Army**”)) fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, then the Government shall promptly refund to Purchaser the bid deposit, without interest, and shall direct the Disbursement Agent (defined below) to disburse any sums deposited under the Disbursement Agreement (defined below), whereupon the Government (including GSA and the Army) shall have NO further liability to Purchaser.

10. PRE-CLOSING REQUIREMENTS

A. DELIVERY OF DOCUMENTS FOR CTDEEP REVIEW AND APPROVAL: At least ten (10) business days prior to the Closing Date (defined below), the Purchaser shall deliver to the Connecticut Department of Energy and Environmental Protection (“**CTDEEP**”) for its review and approval (with a copy of each provided to the Government):

- (i) A fully completed and executed Permit Transfer Form;
- (ii) All fees required in connection with the Permit Transfer Form, including the assumption of the RCRA Stewardship Permit; and
- (iii) any other documents required by CTDEEP in connection with the transfer of the CTDEEP Resource and Conservation Recovery Act Stewardship Permit and any other permits that apply to the Property (the “**RCRA Stewardship Permit**”).

It is the Purchaser’s responsibility to ensure that, by the Closing Date, all of the above-referenced documents have been completed in a manner that is acceptable to

CTDEEP, and that CTDEEP has had the opportunity to review and approve the same in accordance with this Paragraph. Copies of the above-described documents shall be provided to the Army.

B. DELIVERY OF BID AMOUNT TO DISBURSEMENT AGENT: At least five (5) business days prior to the Closing Date, the Purchaser shall deliver the balance of the bid amount in immediately available U.S. funds to a third party disbursement agent (the “**Disbursement Agent**”) to be held and disbursed by the same in accordance with the Environmental Remediation Disbursement Agreement, a copy of which is attached hereto as Exhibit B (the “**Disbursement Agreement**”). By submitting a bid, the bidder acknowledges and agrees that it has read and understands the terms of the Disbursement Agreement. The Disbursement Agent must be an FDIC-insured institution located in the State of Connecticut and must have experience and expertise in performing complex disbursement services.

11. CLOSING: The Government shall set a sale closing date (the “**Closing Date**”), said date to be not later than 60 calendar days after acceptance of the bid, and provide the Purchaser with notice as to the location of the closing. The Government reserves the right to extend the Closing Date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

On the Closing Date, the Purchaser shall:

- (i) deliver evidence satisfactory to the Government that the entire bid amount has been delivered to the Disbursement Agent and such amount will be held and disbursed by the same in accordance with the Disbursement Agreement;
- (ii) deliver to CTDEEP a fully completed and executed Transfer of Establishment Form III and Environmental Condition Assessment Form. On the Closing Date, the Purchaser shall provide evidence satisfactory to the Government that CTDEEP has transferred the RCRA Stewardship Permit with the Purchaser as the permittee;
- (iii) deliver to the Government an executed Tripartite Agreement;
- (iv) deliver to the Government an executed Assignment and Assumption of Museum Agreement, if necessary; and
- (v) deliver to the Government an executed Army Holdover Agreement.

On the Closing Date, the Government shall:

- (i) deliver to the Purchaser a Quitclaim Deed substantially in the same form shown on Exhibit C, which deed shall convey all of the Government’s interest in the Property to the Purchaser;
- (ii) deliver to the Purchaser an executed Transfer of Establishment Form III;
- (iii) deliver to the Purchaser an executed Assignment and Assumption of Museum Agreement, if necessary; and
- (iv) deliver to the Purchaser an executed Army Holdover Agreement.

12. DELAYED CLOSING: Any change to the Closing Date is subject to the written approval of the Government. The Purchaser shall pay to the Government interest on

the outstanding balance of the bid amount if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not caused by any action of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. At its sole discretion, the Government reserves the right to refuse a request for extension of the Closing Date, and the Government may impose additional terms and conditions to grant an extension.

- 13. CONTRACT:** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale ("**Agreement**") between the Purchaser and the Government. Such agreement shall constitute the entire contract, unless modified in writing and signed by both parties, and will be succeeded only by the formal instruments of transfer. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement, or any interest therein, without the written consent of the Government. Any assignment transaction without such consent shall be void. In the event the Government consents to any request to transfer or assign the Agreement, such transferee or assignee, as the case may be, shall be bound by and subject to all of the terms, conditions and obligations set forth in the Agreement.
- 14. OFFICIALS NOT TO BENEFIT:** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.
- 15. COVENANT AGAINST CONTINGENT FEES:** The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the Agreement without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the bid amount set forth in the bid accepted by the Government. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include Contracted real estate brokers engaged in the business generally.
- 16. SALE AND CONVEYANCE:** The sale and conveyance of the Property shall be made subject to the following:

 - a. All covenants, easements, reservations, restrictions and encumbrances, whether of record or not; and
 - b. Any statement of facts which a physical inspection and accurate survey of the property may disclose.

- 17. ANTI-TRUST LAWS:** The Agreement may be transmitted to the Attorney General of the United States of America for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may terminate the Agreement in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.
- 18. METHOD OF SALE:** The Property will be sold by sealed bid. Bids to purchase must be on an ALL CASH basis only. Please refer to Instructions to Bidders for Sealed Bid beginning on Page 20 of this IFB.
- 19. REJECTION:** The Government reserves the right to reject any and all bids and to accept a bid that is in the best interest of the Government, price and other factors considered.
- 20. LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the bid deposit or such portion thereof as the Government may have received.
- 21. TITLE EVIDENCE:** Any bidder, at its sole cost and expense, may procure any title evidence that said bidder desires. GSA will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property involved, as it may have available. It is understood that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.
- 22. TITLE INSURANCE:** The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company at its own expense.
- 23. CLOSING COST, DOCUMENTARY STAMPS AND COST OF RECORDING:** All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to Army and the GSA, within five (5) calendar days after recording, at the following addresses:

U.S. General Services Administration
Property Disposal Division (1PZ)
10 Causeway Street, Tenth Floor
Boston, MA 02222

U.S. Department of the Army
Assistant Chief of Staff for

Installation Management (DAIM-ODB)
600 Army Pentagon
Washington, D.C., 22310-0600
Attn: Carolyn Jones

- 24. SURVIVAL:** All terms, conditions, and obligations described in this Invitation for Bids that are not performed at the time of delivery of the Quitclaim Deed shall survive such delivery.

SPECIAL TERMS OF SALE

1. FEDERAL AVIATION ADMINISTRATION. The Federal Aviation Administration (“**FAA**”) has been apprised of the sale of the Property and since the Property is within six (6) nautical miles of Sikorsky Memorial Airport, the Government’s quitclaim deed shall contain a provision that will stipulate that the grantee, its successors and assigns and every successor-in-interest to the Property, or any part thereof, acknowledge that they may be prohibited from allowing any construction or alteration on the Property unless a determination of no hazard to air navigation is issued by FAA in accordance with 14 CFR Part 77 “Objects Affecting Navigable Airspace,” or under the authority of the Federal Aviation Act of 1958, as amended.

2. CONTINUED OCCUPANCY.

Those certain buildings situated on the Property and known as “Building 6” and “Building 53” are presently occupied by the Connecticut Air and Space Center, Inc. and subject to an agreement attached hereto as Exhibit D (the “**Museum Agreement**”). In the event the term of the Museum Agreement has not expired or been terminated prior to the Closing Date, on the Closing Date, the Army and the Purchaser shall execute an agreement, a form of which is attached hereto as Exhibit E, to effect the assignment and assumption of the rights, terms, conditions and obligations under the Museum Agreement to the Purchaser from and after the Closing Date (the “**Assignment and Assumption of Museum Agreement**”).

Pursuant to an agreement (the “**Army Holdover Agreement**”), which shall be executed by the Army and the Purchaser on the Closing Date, the Army shall continue to occupy that portion of space known as “Rooms 1, 2 & 5” in that certain building situated on the Property and known as “Building 1” and the public records area in the rear of Security Headquarters in that certain building situated on the Property and known as “Building 2” for up to 6 months. The purpose of the Army Holdover Agreement is for office and storage space post transfer. The Army Holdover Agreement is attached hereto as Exhibit F.

3. SIKORSKY MEMORIAL AIRPORT

The City of Bridgeport (“**City**”) owns and operates the Sikorsky Memorial Airport, which is located directly opposite the Property on Main Street. Bridgeport Airport Services, Inc., a Connecticut corporation, d/b/a Million Air Bridgeport, a/k/a Atlantic Aviation, occupies that certain property commonly known as Hangars 1, 2, 3 and 4 at said airport (collectively, the “**Hangars**”). The Hangars are served by a fire suppression system and sanitary sewer system (the “**Fire and Sewer System**”) located and operated on the subject Property. The Army has maintained the Fire and Sewer System and supplied the Hangars with access to the same. Litigation involving the Fire and Sewer System was settled in accordance with the Settlement Agreement (See Exhibit G), which provided for the execution of a certain Tripartite Agreement. Said Tripartite Agreement sets forth the responsibilities and financial obligations surrounding the operation and maintenance of the Fire and Sewer System. On the Closing Date, the Purchaser will execute the Tripartite Agreement (see Exhibit H) and from and after the Closing Date, the Purchaser will assume all of the responsibilities and obligations under the same.

4. FINDING OF SUITABILITY FOR EARLY TRANSFER AND CONVEYANCE OF PROPERTY WITHOUT CERCLA ENVIRONMENTAL WARRANTY: Under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. Sec. 9620(h)(3)(A), the Army must provide a covenant (the “**CERCLA Covenant**”) warranting that "all remedial actions necessary to protect human health and the environment" have been taken with respect to any remaining hazardous substances prior to the transfer of federal realty to a nonfederal Purchaser. However, under 42 U.S.C. Sec. 9620(h)(3)(C), the Governor of the State where the property is located may defer the CERCLA covenant requirement above if she determines that the Property is suitable for transfer before the completion of all necessary remedial action.

The Army has signed the Finding of Suitability for Early Transfer (the “**FOSET**”) which provides the environmental condition of the Property and the Adjacent Land (defined below) and is the Army’s determination that while there is hazardous substance contamination present on the Property and the Adjacent Land that needs to be addressed, the Property nonetheless is suitable for early transfer based on the requirements of CERCLA 120(h)(3)(C). The Governor of the State of Connecticut has also provided approval (the “**Governor’s Approval**”) of an early transfer for commercial/industrial reuse. The FOSET and the Governor’s Approval are attached as Exhibit I.

Pursuant to this Agreement, the Purchaser of the Property understands and agrees that it will conduct all necessary remedial actions to protect human health and the environment with respect to any hazardous substances remaining on the Property and the Adjacent Land at the time of conveyance as identified in the FOSET even if there is a significant deviation in the quantity, volume, migration, disbursement, location and/or concentration of hazardous substances subsequently discovered at a particular site than was identified in the FOSET and the Army’s existing environmental documentation. The Purchaser shall conduct this response and corrective action on the Property and the Adjacent Land in accordance with all applicable federal and state laws and regulations, including the State of Connecticut’s corrective action regulations (Regulations of Connecticut State Agencies (RCSA) 22a-449(c)-105(h)), the Remediation Standard Regulations (RCSA 22a-133k), and as required in the RCRA Stewardship Permit.

The Purchaser will be required to complete all necessary long-term obligations, including but not limited to monitoring, management and enforcement of land use restrictions/controls, and operation and maintenance of all remedial actions, as required to support a determination that the Government’s obligations under applicable Federal or state laws and regulations have been or are being satisfied.

5. ADJACENT LAND: A parcel of land comprised of approximately 1.07 acres and located immediately adjacent to the Property (the “**Adjacent Land**”) was historically part of the Stratford Army Engine Plant and has been transferred to the Federal Aviation Administration. The Property is subject to the RCRA Stewardship Permit. As more particularly described in Sections 6 and 7 below and on behalf of the Army, the Purchaser of the Property will assume responsibility for performing all response and corrective actions on the Adjacent Land and for obtaining compliance from the CTDEEP under the RCRA Stewardship Permit.

6. PURCHASER TO ASSUME RESPONSIBILITY FOR ENVIRONMENTAL MATTERS ASSOCIATED WITH THE PROPERTY AND THE ADJACENT LAND: The Purchaser shall be obligated to assume responsibility for managing all environmental issues affecting the Property and the Adjacent Land, including performing all work to satisfy all applicable federal, state and local environmental laws and regulations. Except as otherwise provided for under these terms, the Purchaser will assume responsibility for performance of all environmental obligations related to the Property and the Adjacent Land, including performance of all necessary environmental cleanup, waste management, and environmental compliance activities required for the Property and the Adjacent Land.

The Purchaser shall be required to complete any and all remediation necessary for the Property and the Adjacent Land in accordance with all applicable federal and state laws and regulations. The most current environmental information concerning the Property and the Adjacent Land is available at the following website:
www.pointstratfordct.com.

The Purchaser shall be responsible for making its estimates as to future environmental responsibilities and liabilities and no such matters shall be grounds for revocation of a bid nor any claim for reimbursement or compensation of any kind after a bid has been accepted by the Government. The Government is making available the environmental reports and data it has procured for the Property and the Adjacent Land; these are provided for informational purposes only and the Government makes no warranties with regard to any such information. Bidders shall be deemed to have relied on their own judgment in assessing the environmental condition of the Property and the Adjacent Land as well as any associated responsibilities or liabilities.

7. RCRA STEWARDSHIP PERMIT: CTDEEP has issued the RCRA Stewardship Permit, which outlines CTDEEP's oversight role in the cleanup of the Property and the Adjacent Land, the process for regulatory closure of the Property and the Adjacent Land, a schedule for implementation of cleanup activities, and the applicable cleanup standards. The RCRA Stewardship Permit is currently issued to the Army, but at the closing, the Army will transfer, and the Purchaser must accept, the RCRA Stewardship Permit as provided in Exhibit J.

Prior to the Closing Date, the Purchaser will be responsible, with the assistance of a Licensed Environmental Professional (as such term is defined under Connecticut law) and any necessary input from the Government (including information from past response actions undertaken by the Government), for preparing the Permit Transfer Form (See Exhibit K), Environmental Condition Assessment Form (See Exhibit L) and the Transfer of Establishment Form III (See Exhibit M) to the satisfaction of CTDEEP. The Purchaser will be expected to sign the Transfer of Establishment Form III as the Certifying Party. In addition, the Purchaser will also be responsible for meeting any other requirements and payments imposed by CTDEEP so that the Purchaser is able to accept the RCRA Stewardship Permit on the Closing Date.

8. DETERMINATION OF REGULATORY COMPLIANCE AND ISSUANCE OF CERCLA COVENANT: The Purchaser shall assume all responsibility and liability for the investigation, evaluation, remediation, and related document preparation necessary to achieve regulatory compliance as determined by the CTDEEP with respect to the

hazardous substance conditions identified in the FOSET, or as reasonably discernable from the information contained within the FOSET. Upon completion of all remedial actions and subsequent receipt of response action completion letters from CTDEEP with respect to hazardous substances on the Property, the Army will provide the Purchaser with a recordable instrument that will provide the CERCLA Covenant for the Property (and not the Adjacent Land) pursuant to CERCLA Section 42 U.S.C. Sec. 9620(h)(3)(C). Pursuant to the terms set forth in the deed for the Property and CERCLA Section 42 U.S.C. Sec. 9620(h)(3)(A), the Army will conduct any additional necessary remedial action with respect to previously unknown hazardous substance sites not identified in the FOSET that are attributable to the past activities of the Army at the Property. Upon completion of all remedial actions and subsequent receipt of response action completion letters from CTDEEP with respect to hazardous substances on the Adjacent Land, the Purchaser must provide such documentation to the Army. For the Adjacent Land, the Army will conduct any additional necessary remedial action with respect to a previously unknown hazardous substance site if it either: (1) was not identified in the FOSET, or (2) is discovered after the Purchaser receives response action completion letters and the release or disposal occurred as a result of Army activities.

9. TIDAL FLATS ADJACENT TO PROPERTY : Adjacent to the Property lies a riparian area (the “**Tidal Flats**”) that may require certain environmental remediation. Under the terms and conditions of this Invitation for Bids, the Purchaser is not responsible for the environmental remediation of the Tidal Flats. However, once a bid for the purchase of the Property has been accepted, the Army, at its sole option, may offer the Purchaser an opportunity to clean the Tidal Flats. Any mutual decision for the Purchaser to assume responsibility for the cleanup of the Tidal Flats will be reflected in a separate written agreement.

10. FINES AND ASSESSMENTS: The Purchaser shall, upon conveyance of the Property, become responsible for any and all fines and assessments that may be imposed by regulators for any failure to comply with the requirements set forth in this Invitation for Bids. The Purchaser shall reimburse the Government for any civil or criminal fines or penalties levied against the Government for any environmental, safety, and occupational health infractions caused by Purchaser or its officials, agents, employees, contractors, and subcontractors.

11. RESERVATION OF ACCESS:

a. Reservation of Access to Conduct Inspections During Remediation by Purchaser: Pursuant to CERCLA Section 120(h)(3), the Government shall reserve, for itself and its officials, agents, employees, contractors, subcontractors, and designees, the right to access the Property to conduct inspections and/or testing, to evaluate the Purchaser’s remediation activities, and to verify progress and completion of these activities.

b. Reservation of Access to Conduct Environmental Activities: Pursuant to CERCLA Section 120(h)(3), the Government shall reserve, for itself and its officials, agents, employees, contractors, subcontractors, and designees, the right to access the Property, including the right of access to and use of utilities at the Government’s reasonable expense, for the purpose of entering onto the Property to conduct environmental investigation and/or response.

12. LAND-USE RESTRICTIONS AND NOTICES:

Bidders are hereby made aware of the notifications and land use controls that will be included in the deed. The following Land Use Restrictions will be inserted into the deed as provided in the FOSET (see FOSET for specific language to be included in the deed), and will remain therein as long as site conditions require them to protect human health and the environment:

- (1) Residential Use Restriction
- (2) Groundwater Restriction
- (3) No Public Access
- (4) No Dig/Land Disturbance Restriction
- (5) No Disturbance of Lagoon Covers
- (6) Restriction on the Use of the Causeway

The FOSET contains notices for the following environmental conditions (see FOSET for specific language to be included in the deed):

- (1) Vapor Intrusion
- (2) Asbestos Containing Material
- (3) Lead-Based Paint

Bidders are encouraged to review the FOSET before making a bid.

Pursuant to RCSA Section 22a-133q-1, the Purchaser is hereby advised that CTDEEP will require the Purchaser to enter into a certain Declaration of Environmental Land Use Restriction and Grant of Easement. A sample of such document can be viewed by bidders on CTDEEP's website (<http://www.ct.gov.dep>).

13. COASTAL ZONE MANAGEMENT: The Army submitted a coastal zone management consistency determination in 2008 and received concurrence from the Commissioner of CTDEEP in a letter dated September 30, 2008. A copy of said letter is attached hereto as Exhibit N. The following provision will be included in the deed:

"The grantee shall comply with the goals and policies of the State of Connecticut's federally approved Coastal Management Program and with applicable regulatory standards established by the state of Connecticut for the public use of the waterfront."

Bidders are encouraged to contact the CTDEEP prior to submitting a bid for information regarding reuse of the waterfront area of the Property.

14. HOLD HARMLESS: The following language will be included in the deed:

"A. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the

NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modifications or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including, but not limited to, any costs associated with additional investigation or remediation of asbestos or lead-based paint.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations."

15. POST TRANSFER DISCOVERY OF CONTAMINATION: The following language will be included in the deed:

"A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

B. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the execution and delivery of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws."

16. PESTICIDES DISCLOSURE: The bidder is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec.

9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

17. PROJECT REPOSITORY AND THE ADMINISTRATIVE RECORD:

The Army is responsible for maintaining the Administrative Record at the Property. The Purchaser shall maintain a project repository for the Property as required by the RCRA Stewardship Permit and consistent with CERCLA, the NCP, and other applicable laws and/or regulations of project-related environmental cleanup information generated after property transfer. This repository will contain pertinent documentation for project reviews or justification and to provide a clear record of the approach used to achieve the remedial action goals and corrective action for the environmental sites. The Purchaser will also provide these documents in hardcopies and/or electronically to interested public members who request to receive these documents. When the Purchaser has completed all necessary response and corrective actions and obtained regulatory closure, the Purchaser shall provide all project-related environmental cleanup information (original and an electronic file copy) to the Army for the maintenance of the Administrative Record.

INSTRUCTIONS TO BIDDERS FOR SEALED BID

1. OFFICIAL BID FORM AND BIDDER INFORMATION DOCUMENT.

(a) Bids must be submitted in duplicate on the Official Bid Form, along with all information and certifications called for thereon. The Official Bid Form must be accompanied by: (i) the Bidder Information Document and responses to the information requested in the same; and (ii) the bid deposit (described in Section 2 below). The Official Bid Form and the Bidder Information Document are attached hereto as Exhibit O and Exhibit P. The materials described in this Section 1(a) must contain original signatures and be received at the Place of Bid Opening (described in Section 3 below) before **1:00pm EST on Friday, November 18, 2011** (the "**Bid Opening Date**"). Bids submitted in any other manner or which fail to furnish all information, certifications or signatures required may be summarily rejected. Bids may be modified or withdrawn prior to the Bid Opening Date.

(b) Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

(c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

(d) Each bidder is encouraged to retain a copy of all documents submitted for their personal records.

(e) Each bid submitted shall be deemed to have been made with full knowledge of all information, terms, conditions, and requirements contained or referenced in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the Bid Opening Date.

2. BID DEPOSIT. Each bid must be accompanied by a bid deposit of **Fifty Thousand Dollars (\$50,000.00)** in the form of a certified check, cashier's check, or postal money order made payable to the **US General Services Administration**. The bidder, at its option, may be named as an alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide the bid deposit shall require rejection of the bid. Upon acceptance of a bid, the bid deposit of the successful bidder, except as otherwise provided in this IFB, shall become the sole and absolute property of the Government and shall be non-refundable. For bids that are rejected, bid deposits accompanying the rejected bids will be returned to bidders, without interest, within five (5) working days after rejection of the bids. The bid deposit described in this Section 2 is in addition to and separate from the bid amount that the Purchaser will be required to deliver to the Disbursement Agent.

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to:
U.S. General Services Administration
Thomas P. O'Neill Federal Building
10 Causeway Street
Business Service Center, Room 1085
Boston, MA 02222

The above-listed address is referred to in this Invitation for Bids as the **“Place of Bid Opening”**.

The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state: **Invitation for Bids number: BOSTN111003001, Bid Opening Date: November 18, 2011, Time: 1:00pm EST**

No responsibility will attach to any officer of GSA for the premature opening of, or failure to open, a bid not properly addressed and identified.

Bids must be received prior to the Bid Opening Date. Bids submitted in accordance with this Invitation for Bids will be opened publicly at 1:00 pm EST at the Place of Bid Opening on the Bid Opening Date.

4. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

(a) Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a an Invitation for Bids requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or

(2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at GSA installation; or

(3) Was sent by US Postal Service "Express Mail Next Day Service-Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at GSA installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding any other language of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.

5. BID EXECUTED ON BEHALF OF BIDDER. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- (a) **CORPORATION.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (b) **PARTNERSHIP.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
- (c) **LIMITED LIABILITY CORPORATION (LLC).** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

- 6. REQUEST FOR INFORMATION.** Upon a request sent to the General Services Administration, Real Property Utilization and Disposal Division, Thomas P. O'Neill Federal Building, 10 Causeway Street, 10th Floor, Boston, MA 02222, GSA will provide additional copies of this Invitation for Bids and will answer requests for additional available information concerning the Property to facilitate preparation of bids.
- 7. BIDS TO BE OPENED AT SPECIFIED TIME.** It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No

bid, modification, or withdrawal received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under Section 4 above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

- 8. WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in bids received.

9. EVALUATION OF BID AND RIGHT TO REQUEST ADDITIONAL INFORMATION FROM BIDDER.

- (a) Following the Bid Opening Date, the Government will establish a board comprised of members from the Army and GSA (the “**Evaluation Board**”) to evaluate and review each bid that conforms with the requirements set forth in this Invitation for Bids. The Evaluation Board will determine which bid, if any, will be most advantageous for the Government to accept. It is understood and agreed, however, that the Government is not required to accept a bid and the Evaluation Board shall have the right to determine, in its sole and absolute discretion, that none of the bids submitted should be accepted by the Government.
- (b) The Evaluation Board will use a number of factors to evaluate a bid. These factors will include the following:
- (i) the bid amount;
 - (ii) the bidder’s ability to meet all terms and conditions of the sale as described in this Invitation for Bids including, without limitation:
 - the bidder’s ability to perform and finance the environmental response and corrective action described in this Invitation for Bids and the ability to fund a third party disbursement account with the entire bid amount prior to the Closing Date;
 - the bidder’s experience with past projects of a similar nature, scope and scale; and
 - the nature and extent of the qualifications, experience and past performance of the bidder (and any other entity or person it anticipates retaining to meet the obligations contained in this Invitation for Bids); and
 - (iii) any other factors the Evaluation Board desires to consider.
- (c) The Evaluation Board shall have the right, in its sole and absolute discretion, to request additional information from any bidder in order to assist the Evaluation Board in its evaluation of a bid including, without limitation, information and/or documentation to substantiate any responses contained within a bidder’s Bidder Information Document.
- (d) The Government shall have the right, in its sole and absolute discretion, to perform its own independent background analyses on any bid submitted which may include, but shall not be limited to include, directly contacting any third party entity referenced in the bidder’s Bidder Information Document and/or referenced in any materials submitted in response to any request for additional information.

The Government shall have the right, in its sole and absolute discretion, to meet and/or speak with any or all of the bidders in order to assist in the evaluation of any or all of the bids.

- 10. NOTICE TO MOST RESPONSIVE BIDDER AND INITIATION OF DISBURSEMENT FUND.** The Government may elect to notify the bidder with the most responsive bid that its bid was the most responsive bid received by the Government. It is understood that this notification does not serve as a formal acceptance of such bid by the Government. Within five (5) business days following delivery of such notification, such bidder shall deliver ten percent (10%) of the bid amount in immediately available U.S. funds (the “**Initial Funds**”) to the Disbursement Agent. The Disbursement Agent and such bidder shall evidence their agreement to the terms of the Disbursement Agreement provided in Exhibit B by appropriately inserting their names and addresses into the Disbursement Agreement and executing the same. Within twenty-four (24) hours following the expiration of such five (5) day period, such bidder shall deliver to the Army: (i) three (3) originally executed Disbursement Agreements executed by both such bidder and the Disbursement Agent; and (ii) documentation in a form satisfactory to the Government evidencing that the Initial Funds have been delivered to the Disbursement Agent. Following the Government’s receipt of the above-referenced materials, the Government shall provide such bidder with: (i) notification that such bidder’s bid has been accepted by the Government; and (ii) a copy of the Disbursement Agreement countersigned by the Government and CTDEEP. In the event such bidder does not fully comply with the foregoing, such bidder shall be deemed to be in default and the Government shall have the right to notify such bidder that the Government is no longer interested in such bidder’s bid. Thereafter, the Government shall have the right to notify the Backup Bidder, as described in Paragraph 6 of the General Terms of Sale.
- 13. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when electronically mailed or mailed to the bidder or its duly authorized representative at the address indicated in the bid. The Government’s processing of a bid deposit shall not, in itself, constitute acceptance of the bidder’s offer. The Government reserves the right to reject any or all bids received or portions thereof.